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9-22-1968

## Kroger Co. and Amalgamated Food Employees Union, AFL-CIO, Local 590 (1968)

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## Kroger Co. and Amalgamated Food Employees Union, AFL-CIO, Local 590 (1968)

### Location

Pittsburgh, PA

### Effective Date

9-22-1968

### Expiration Date

9-25-1971

### Number of Workers

1900

### Employer

Kroger Co.

### Union

Amalgamated Food Employees Union

### Union Local

590

### NAICS

44

### Sector

P

### Item ID

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# AGREEMENT

1968-1971

—Between—

prev. x. 9/68  
prev. x. 9/25/71

**THE KROGER COMPANY**  
(PITTSBURGH STORES)

— and —

**THE AMALGAMATED FOOD  
EMPLOYEES UNION  
LOCAL 590**

Affiliated with the  
**Amalgamated Meat Cutters and Butcher  
Workmen of North America**

Affiliated with the AFL-CIO



⑤

"Your attention is called to the following labor agreement between The Kroger Company and The Amalgamated Food Employees Union, Local No. 590. This agreement sets forth terms and conditions of employment, a pledge of efficiency and cooperation and mutual obligations. The management will not recognize any other collective bargaining agency nor enter into any other agreement setting forth hours, wages and conditions of employment as herein defined during the life of this agreement. The management requests that you examine this agreement carefully."

# **AGREEMENT**

**1968-1971**

**—Between—**

**THE KROGER COMPANY  
(PITTSBURGH STORES)**

**— and —**

**THE AMALGAMATED FOOD  
EMPLOYEES UNION  
LOCAL 590**

**Affiliated with the**

**Amalgamated Meat Cutters and Butcher  
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# **AGREEMENT**

This Agreement, dated October 30, 1968, is between The Kroger Co. of Pittsburgh, County of Allegheny, State of Pennsylvania, hereinafter designated as the Employer, and the Amalgamated Food Employees Union, Local No. 590, A. M. C. & B. W. of N. A., affiliated with the A. F. L.-C. I. O., hereinafter designated as the Union.

## **Article 1.**

### **INTENT AND PURPOSE**

The Employer and the Union each represent that the purpose and the intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service, and to set forth herein the basic agreements covering rates of pay, hours of work, and conditions of employment.

## **Article 2.**

### **COVERAGE**

The Union shall be the exclusive bargaining agency for all store employees, excluding store managers, and co-managers in the Employer's stores currently operated by the Pittsburgh Division.

## **Article 3.**

### **MANAGEMENT RIGHTS**

A. The management of the business and the direction of the working forces, includ-

ing the right to hire or discharge for proper cause, and the right to relieve employees from their work because of lack of work or for other proper reasons is vested solely in the Employer. Such right will not be used for the purpose of discrimination against any member of the Union.

B. Any employee shall perform whatever store work (either meat or grocery) that the Store Manager or Zone Manager may assign to him on the store premises, in the store parking area, whether private or public parking area, with the understanding that when an employee is assigned to a job paying a lesser rate, he will be entitled to his regular rate of pay unless he has been permanently transferred to a lower rated job.

#### Article 4.

#### SHOP CONDITION

A. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing and those who are not members on the execution date of this Agreement shall on the thirty-first (31st) day following the execution date of this Agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union. The Employer may secure new em-



employees from any source whatsoever. During the first thirty (30) days of employment, a new employee shall be on a trial basis and may be discharged at the discretion of the Employer.

B. The Employer agrees that it will deduct Union initiation fee, uniform assessments and dues from the pay of employees who are members of the Union and who individually and voluntarily certify in writing authorization for such deductions. Such deductions shall be made either once per month or twice per month as agreed by the Employer and the Union (but in no case more than two (2) deductions per employee per month) and the total amount deducted in such month shall be paid to the Secretary Treasurer of the Union once per month.

## Article 5.

### DISPUTE PROCEDURE

A. The Union shall have the right to designate a store steward and an alternate, when necessary, to handle such Union business as may from time to time be delegated to them by the Union executive board and to handle disputes and complaints that arise over the interpretation or application of the rules as specified in this Agreement. Any dispute over the interpretation or application of the terms of this Agreement may become the subject of conference as follows:

1. Between the aggrieved employee (if available), the store steward and the store manager.

2. In the event of failure to adjust the complaint, the Union district business agent shall discuss it with the Zone Manager.
3. In the event of failure to adjust the complaint in Step 2, the Union district business agent and an official of the Union shall discuss it with the Zone Manager and the Personnel Manager.
4. If this discussion fails to bring about a satisfactory settlement, the complaint shall be referred to the President of the Union who will discuss it with the Divisional Vice President.
5. In the event that this meeting fails to settle satisfactorily the complaint, it shall be referred to the Board of Arbitration.

B. The Board of Arbitration will consist of one (1) person appointed by the Employer and one (1) person appointed by the representatives of the Union. Said two (2) persons shall within two (2) days after disagreement request the Director of the Federal Mediation and Conciliation Service to furnish a panel of arbitrators from which the third arbitrator shall be chosen and the decision of the majority shall be binding on the Employer, the Union and the employee. The expenses of the third arbitrator shall be shared equally by the parties hereto.

C. The Employer may at any time discharge any worker for proper cause. The Union, if it wishes to contest the discharge, shall file a written complaint with the Employer not later than ten (10) calendar days after the discharge, asserting

that the discharge was improper. Such complaint must be taken up within two (2) weeks for adjustment, and if the Union and the Employer fail to agree within forty-eight (48) hours, it shall be referred within twenty-four (24) hours to the Board of Arbitration. Should the Board of Arbitration determine that it was an unfair discharge, the Employer shall reinstate the employee in accordance with the findings of the Board. The Union agrees to cooperate in correcting inefficiencies of members which might otherwise necessitate discharge.

D. In the event of a grievance arising out of a lay-off or reduction of hours, the Employer will have no liability until the grievance is filed.

E. At any step in the grievance procedure, the Executive Board of the Local Union shall have the final authority in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance, complaint, difficulty, or dispute further if in the judgment of the Executive Board such grievance lacks merit or lacks justification under the terms of this Agreement or has been adjusted or justified under the terms of this Agreement to the satisfaction of the Union Executive Board.

F. It is understood and agreed that all employees within the bargaining unit covered by this Agreement must exercise all of their rights, privileges or necessary procedures under the contract, International and District Union Constitution, in the settlement of any and all complaints or griev-

ances filed by such employees before taking any action outside of the scope of this Agreement for the settlement of such grievances.

## Article 6.

### JOB SECURITY AND SENIORITY

A. The Employer and the Union mutually agree that it is their intent and purpose to maintain the status of present full-time employees. To effectuate this policy, when it becomes necessary to change the status of a full-time employee, either by lay-off or reduction to part-time status, the following procedure shall be followed:

1. The representatives of the Employer and the Union shall meet immediately to explore the possibilities for maintaining the full-time status of the employee by relocation in another store in his seniority area where there is a full-time job in his classification available. If no such job is available in his classification in his seniority area, the same procedure will be followed in the master area and finally in the Division.
2. If no full-time job in his classification is available or the employee refuses an available job, he may exercise his seniority in accordance with Article 6 (F).
3. If he does not take the job offered under Article 6 (F) or his seniority does not entitle him to a full-time job, he shall receive available hours in his store up to and including thirty-two

(32) hours per week, and his full-time benefits shall be maintained except that he shall be excluded from the provisions of Article 10 (D) and vacations and holidays shall be prorated except where such employee works thirty-two (32) hours in a holiday week. In weeks when full-time work is available in his store, he shall be scheduled for forty (40) hours.

B. The Union and the Employer recognize the need for part-time employees and mutually agree to discuss scheduling that results in the use of two (2) part-time employees with the same classification where one (1) full-time employee could be used, taking into consideration the three (3) night restriction on the use of full-time employees. This does not apply to the use of part-time employees on Thursday, Friday and Saturday, or to those part-time employees whose available hours are beyond the Employer's control.

C. Seniority shall be on a geographical area and master area basis. The geographical areas shall be the areas previously agreed upon by the Employer and the Union or such changed areas as shall be mutually agreed upon by the Employer and the Union. Areas may be reviewed each six (6) months by the Employer and the Union.

D. Seniority for part-time school employees shall be on a store basis within their own group. A school employee's status shall not be changed until after October 1 of any year.

44  
9 E. Seniority for part-time employees holding other jobs shall be on a store basis and only among other part-time employees holding other jobs. Such employees shall be the first laid off or reduced in hours in any case.

F. In case of a reduction or lay-off of a full-time employee, said employee may replace the least senior full-time employee in the same classification or in any lower job classification within the employee's store, or the least senior full-time employee in the same or a lower job classification in the area, in the master area or in the Division, providing the employee has the experience, ability and physical qualifications to fill the job.

G. Any full-time employee laid off or reduced in classification due to lack of work shall have his name placed in the Division-wide pool and will be considered for any opening in the employee's former classification, first within his area and then in any other area, based on his seniority date. Full-time employees shall have seniority over part-time employees.

H. If a part-time employee (other than a school employee or a part-time employee holding another job) does not work for four (4) consecutive weeks or would be laid off due to a store closing, he may replace the least senior part-time employee in the area, or be considered for any future opening in the area based on his seniority date.

I. In the matter of promotions, transfers from one type of work to the other, trans-

fers from one store to another, apprentice training, or retraining for new jobs, the Employer shall have the right to exercise his judgment after giving due regard to seniority and after considering suggestions and recommendations made by the Union. The Employer agrees to make every effort to train senior employees for promotion. Permanent promotions to department heads shall be on the master area basis. An employee refusing a transfer designated to train him for a promotion shall waive consideration for such promotion by his refusal. On temporary promotions, the Employer shall have the right to exercise his judgment after giving due regard to seniority and such temporary promotions shall be on the store rather than the area basis. Where there is a bonafide vacancy in a full-time employee's classification in another existing store in the area, or in a new store in the area, an employee's request for transfer will be considered based on seniority and ability. When a full-time employee desires to move to another store in his area, he will make his desire known in writing to the Personnel Manager and the Union, specifying the store to which he desires to move and such request shall be considered as set forth in the sentence immediately above.

J. Permanent promotion from part-time to full-time shall be on the area basis. Such promotions shall be based on seniority provided that the part-time employee has the experience, ability and physical qualifications necessary to fill the job.

K. Regardless of any other seniority provision, it is understood that no employee

may move from his area in case of a reduction in hours if there is an available full-time job in his classification in his seniority area.

L. The Union and the employee shall be notified at least one (1) week in advance of all permanent promotions, permanent demotions, permanent lay-offs and permanent transfers of full-time employees.

M. If an employee is laid off continuously for a period of twelve (12) months or if an employee is called back to work after a lay-off and does not report for work within one (1) week, seniority shall be broken and the employee shall be separated. An employee absent because of ill health shall retain his seniority for a period of time in keeping with the medical circumstances of his individual case.

N. The Employer shall maintain seniority lists by areas and furnish the Union copies of such lists each six (6) months if requested.

O. Stewards of the Union, at all times, shall be full-time employees and shall be the last to be laid off or reduced in classification.

P. Full-time employees shall be notified one (1) week in advance of a reduction to part-time.

Q. Where a Union member accepts a promotion or transfer outside of the bargaining unit, he may, upon written request to the Union by him or the Employer, be granted a leave of absence from the bargaining unit not to exceed six (6) months



during which period he may return to the bargaining unit in his former classification without loss of seniority.

R. The Employer will maintain the status of all full-time employees on the Employer's payroll as of September 17, 1967, who have completed their probationary period excluding temporary full-time employees relieving for vacations, sickness, leave of absence, etc. This maintenance of full-time status shall not apply to any full-time employee separated from the Employer's payroll after September 17, 1967, or in the event of a strike or strikes, emergency, including national emergency which affects the normal operation of the Employer's stores. It also shall not apply in any week when an employee is late or absent because of personal reasons. However, in case of emergency the Employer will make every effort to relocate the employees as quickly as possible. When full-time work is no longer available for an employee on such full-time status in his store, he may exercise his seniority as provided in Article 6. However, the least senior full-time employee on the September 17, 1967 list of full-time employees shall be entitled to a full-time job in the Division. If he does not take such full-time job offered and accepts part-time work as provided in Article 6, Paragraph A-3, he has waived the maintenance of full-time status as provided in this Paragraph R.

S. If there is a permanent full-time opening on the night stocking crew, it will be offered to the male clerks in the particular store based on seniority, experience

and ability to do the job. If the opening is not filled in this manner, the least senior male employee in such store who has the experience and ability to do the job must take such night stocking job.

#### **Article 7.**

#### **NO STRIKE, NO LOCKOUT**

There shall be no strikes, lockouts, or stoppage of work of any kind pending the handling of such differences or complaints in accordance with the arbitration procedure. The Union agrees that it will not refuse to cross a picket line until same has been duly sanctioned by the International President of the Amalgamated Meat Cutters and Butcher Workmen of North America, Chicago, Illinois, and until the Employer has been officially notified by the Union.

#### **Article 8.**

#### **UNION MEMBERSHIP**

A. There shall be no discrimination against any employee because of membership in Local No. 590. Union activities and duties will not be carried on during hours of store employment. Union officials will be allowed to enter stores in order to ascertain that this Agreement is being observed.

B. No employee will be required to make any written or verbal agreement that will conflict with this Agreement.

#### **Article 9.**

#### **NOTICE OF AGREEMENT**

The Employer agrees that all employees shall be handed a printed copy of this

Agreement and on the inside cover of this Agreement shall be printed a notice reading as follows:

"Your attention is called to the following labor Agreement between The Kroger Co. and the Amalgamated Food Employees Union, Local Union No. 590. This Agreement sets forth terms and conditions of employment, a pledge of efficiency and cooperation and mutual obligations. The management will not recognize any other collective bargaining agency nor enter into any other Agreement setting forth hours, wages, and conditions of employment as herein defined during the life of this Agreement. The management requests that you examine this Agreement carefully."

#### Article 10.

#### WORKING CONDITIONS

A. The hours for each employee shall be scheduled by the Employer, and the schedule for all employees shall be posted by Friday noon for the following week and a copy furnished to the store steward. Such schedule shall include all hours which the Employer expects, to the best of his ability, to work the following week. This schedule shall include lunch hours. The store steward shall be notified when hours are added to the schedule. Any full-time employee going on vacation shall be advised of the day and time he is to report for work following his vacation.

B. The work week for full-time male and female employees shall be forty (40)

hours per week to be performed within the store and shall be worked in five (5) days. Work in excess of forty (40) hours in any one (1) week or eight (8) hours in any one (1) day shall be paid for at the rate of time and one-half ( $1\frac{1}{2}$ ). Overtime pay shall be computed on the day or on the week, whichever is greater, but in no case on both. This paragraph shall not be construed as a daily or weekly guarantee.

C. Part-time employees shall not be required to work more than five (5) days in any week. In the event that a part-time employee is scheduled for less than fifteen (15) hours per week (except when unavailable for fifteen (15) hours or when called in at the end of the week and fifteen (15) hours work is not available) and reports for work, he will be paid for fifteen (15) hours. In the event that a part-time employee is scheduled for more than twenty-five (25) hours, he will be paid for a forty (40) hour week except when scheduled hours are replaced because of illness or injury, the part-time employee will only be paid for the actual number of hours worked and under such circumstances the job steward will be advised. However, where a forty (40) hour schedule is available after the beginning of the work week because of sickness or absence, hours may be added to a part-time employee's schedule up to forty (40) hours foregoing the premium provided in Article 10 (D) for nights worked over three (3). Where such additional hours are added, the store steward will be advised. It is understood that in such case where an employee is sched-

uled for such additional hours and does not work all of such hours, he will be paid for the hours worked.

D. Any full-time employee who works more than three (3) nights in any one (1) week past 5:45 p.m. shall be paid overtime at the rate of one and one-half ( $1\frac{1}{2}$ ) times his straight time hourly rate for all hours worked past 5:45 p.m. on nights other than the first three nights so worked, except that on any night that the store closes at 6:00 p.m., 5:45 p.m. shall be changed to 6:15 p.m. This paragraph shall not apply in stores where sales volume is \$10,000 per week or less.

E. Part-time employees who may be assigned to work will be guaranteed four (4) hours wages. The Union agrees that the part-time minimum guarantee of four (4) hours does not apply to part-time employees in stores that close at 6:00 p.m., if the business representative of the Union is so informed in each case and if the part-time employees referred to are attending school. Oldest part-time employees shall be given available hours in accordance with their individual ability to perform the work involved in those available hours.

F. All full-time employees shall receive a fifteen (15) minute rest period for each one-half ( $\frac{1}{2}$ ) day worked. In stores where time clocks are available, employees must punch the time clock on rest periods. Part-time employees shall receive one (1) fifteen (15) minute rest period in each four (4) hour shift.

G. The daily hours of work shall be consecutive for both male and female em-

ployees except for an unpaid lunch period of thirty (30) minutes. In stores where sales volume is \$10,000 per week or less, the unpaid lunch period may be one (1) hour instead of thirty (30) minutes, at the Employer's discretion. In case of emergency, if an employee is required to work three (3) hours beyond his regular eight (8) hour day, he shall be given a twenty (20) minute paid lunch period. Employees assigned to night stocking shall have a thirty (30) minute non-paid lunch period. If a female employee is required to work two (2) hours beyond her regular eight (8) hour day, she shall be given a twenty (20) minute paid lunch period.

H. If an employee is required to work outside of his regular schedule, he shall not be required to take time off from his schedule that week in order to avoid overtime.

I. Full-time employees reduced to part-time will retain the hourly rate which they were receiving as full-time employees for such period of time as they remain part-time. When a part-time employee is made full-time after January 1, 1951, he will be given credit for actual hours worked to establish his full-time rate of pay. When a full-time employee voluntarily requests reduction to part-time, he shall be paid the part-time rate which corresponds to his length of service.

J. An employee, acting as relief for and filling the job of head meat cutter, head clerk, head checker, head dairy clerk, or first cutter during a sick leave, vacation, or leave of absence, shall receive the con-

tract rate for the job provided such relief is for a period of two (2) days or more. It shall be mandatory to fill these vacancies whenever a qualified employee is available.

K. The Employer agrees to furnish without charge to employees all coats, aprons, and equipment necessary during hours of employment.

L. In case of a temporary transfer of an employee, at the request of the Employer, the employee will be reimbursed for the miles traveled at nine and one-half cents (9½c) per mile where public conveyance is not available.

M. When an employee is regularly assigned to night stocking, he will receive a 20-cent per hour differential for all hours worked after a store is closed. He will not be subject to Article 10 (D) of the Agreement. Night stockers may be full-time or part-time employees. He may be scheduled for part night work and part day work, but where he does not work five (5) nights in any week, he shall be granted a minimum of twenty-four (24) hours to be considered his day off. Normal night stocking schedule shall begin from 10:00 p.m. until 12:00 midnight except on Sunday or holidays at 12:01 a.m. Monday or the day after the holiday respectively. A Union steward shall not be scheduled as a night stocker except in case of emergency or when no other male clerk is available for such night stocking job.

N. All work before 6:00 a.m. and after 10:00 p.m. shall be paid for at time and one-half (1½) except for night stocking.

O. Temperature in cutting rooms and wrapping rooms to be no lower than 55° Fahrenheit.

P. A part-time employee who is scheduled for four (4) hours shall not be replaced by another part-time employee who is scheduled for four (4) hours without a lapse of three (3) hours between the quitting time of the first part-time employee and the starting time of his or her replacement.

Q. In case an employee would lose time from his schedule for a particular week due to an emergency caused by a riot or Act of God, any arrangement worked out between the Union and the Employer to make up all or part of such lost time shall be valid under this Agreement. When work is offered to an employee under such arrangement, he may accept such work or reject it and lose the time. However, in case of a riot, where a store must be closed and the police order the employees to vacate the store, any employee who has not completed his schedule for that day will be paid for the balance of his schedule for that day.

R. No employee shall be required to work after 6:30 p.m. on Christmas Eve.

#### Article 11.

#### HOLIDAYS AND SUNDAYS

A. The following shall be considered holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, Veterans' Day as provided below, or days nationally celebrated in lieu thereof.



B. All work performed on Sundays and the following legal holidays shall be compensated at the rate of double time, i.e., straight time plus straight time: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day except as otherwise provided below, and Christmas Day or days nationally celebrated in lieu thereof.

C. During the week in which one of the above holidays occur, full-time employees who work the scheduled work day before and the scheduled work day after the holiday shall receive eight (8) hours pay in addition to the hours worked. Any full-time employee who works a part of the week and then is absent due to proven illness or any emergency beyond his control, will also receive the holiday pay. An employee on vacation or serving on jury duty during a holiday week will also receive the holiday pay. Overtime at the rate of time and one-half ( $1\frac{1}{2}$ ) will not be paid in holiday weeks until the time actually worked exceeds the normal work week. Full-time employees will normally work their full work week and receive the holiday pay in addition thereto.

D. If the store is closed on Veterans' Day, the holiday will be celebrated on the day the store is closed. If the store is open for business on Veterans' Day, the employee will work such day, if scheduled, and have another day off in such week. In such case where the store is open, full-time employees who qualify for holiday pay in accordance with the provisions of Article 11 (C) shall receive eight (8) hours

straight time pay in addition to pay for the hours worked. However, if a veteran desires Veterans' Day as his holiday to participate in Veterans' Day activity, the Employer will schedule him off that day.

E. A part-time employee who has worked in twelve (12) or more consecutive weeks at any time will be entitled to holiday pay for any holiday mentioned in this Agreement, provided he was scheduled for work in the holiday week. Employees who are absent of their own accord shall be paid only for the hours actually worked, except where absence is caused by proven illness or any emergency beyond his control, the employee shall receive holiday pay provided he worked any part of the holiday week. Holiday pay shall be figured on the basis of the average hours worked during the four (4) weeks immediately preceding the holiday week divided by forty (40) multiplied by eight (8) hours multiplied by the employee's straight-time hourly rate.

F. In addition to the holidays named in Article 11 (A), a personal holiday shall be granted to full-time employees who have one (1) year of continuous service subject to the same conditions set forth for the other holidays, except that the holiday shall be granted during the period from January 1 thru April 30 at the discretion of the Employer and full-time employees shall work thirty-two (32) hours in such week and be paid for forty (40) hours.

## Article 12.

### REFERRAL CLAUSE

A. When the Employer needs additional employees, he shall notify the Union. The

Union agrees to refer to the Employer any available workers of proven qualifications who shall identify themselves by presenting Union work cards. The Employer shall not be required to hire those referred by the Union.

B. Selection of applicants for referral to jobs by the Union shall be on a non-discriminatory basis and shall not be based on, or affected by, Union membership, policies or requirements. Nothing herein contained shall deny the Union the right to select any applicants for referral on the basis of experience in the industry, qualifications or skill.

C. Where employees are hired from other sources, the Employer will notify the Union.

### **Article 13.**

#### **PREVIOUS SERVICE**

In hiring new full-time employees, credit will be given for previous verified full-time service as a member of Local No. 590, provided such experience is within the five (5) year period immediately preceding the hiring date.

### **Article 14.**

#### **VACATIONS**

A. A vacation of one (1) week with pay shall be granted to all regular full-time employees with one (1) year's continuous service calculated on their full-time service. A vacation of two (2) weeks with pay shall be granted to all regular full-time employees with over three (3) years continuous service. A vacation of three (3) weeks with pay shall be granted to all

regular full-time employees with over eight (8) years continuous service. A vacation of four (4) weeks with pay shall be granted to all regular full-time employees with over eighteen (18) years (effective January 1, 1969, fifteen (15) years) continuous service. A vacation of five (5) weeks with pay shall be granted to all regular full-time employees with over twenty-eight (28) years (effective January 1, 1971, twenty-five (25) years) continuous service. Vacations are to be scheduled by March 1 of each year.

B. Vacations will be further governed by Employer policy, a summary of which is attached hereto as Schedule "B."

C. Part-time employees shall receive vacation with pay equal to the average number of hours worked per week in the vacation qualifying year, multiplied by the number of weeks vacation for which he qualifies. The same general rules as provided in the policy of the Employer for regular employees shall apply to pro-rata vacation for part-time employees.

#### Article 15.

#### MILITARY SERVICE

A. Any employee who enlisted or was inducted into military service under the provisions of the Federal Selective Service Training Act of 1940, as amended, shall be returned to his job and retain his seniority in accordance with that Act.

B. An employee shall be granted a leave of absence for the necessary time off without pay for military training in the organized reserves or National Guard.

## Article 16.

### LEAVE OF ABSENCE

A. A full-time employee may, upon written application, be granted a leave of absence without pay, not to exceed ninety (90) days but such leave will not be permitted for the purpose of trying out another job. A full-time female employee shall, upon written application supported by a physician's statement certifying that the employee is pregnant and the anticipated birth date, be granted a leave of absence, without pay, to a definite date ninety (90) days beyond the anticipated birth date. Female employees shall not work beyond the end of the fifth month of pregnancy subject to approved medical recommendation.

B. Any member of the Union who is elected to a permanent office or who must take a temporary leave of absence because of being appointed a delegate of any Union activity, shall be granted a leave of absence and shall accumulate and retain his seniority on the job for which he was employed at such time of leave.

C. An employee returning to work after a short term illness shall notify the Store Manager one (1) full working day before he desires to return to work. An employee returning to work from an illness of one (1) week or more shall notify the Store Manager prior to closing time on the Thursday preceding the week in which he desires to return to work.

## Article 17.

### DEATH IN FAMILY AND JURY SERVICE

A. If a member of an employee's immediate family shall die, said employee shall be allowed a maximum of three (3) days leave of absence with pay, but in no case will he receive more pay than the normal work week. The term "immediate family" shall mean parent, step-parent, child, brother, sister, mother-in-law, father-in-law, grandfather, grandmother, or any relative residing with him. In case of a death in the immediate family of a part-time employee who is scheduled for work on the day of the funeral, he shall be paid for the hours scheduled on the day of the funeral.

B. Employees who are subpoenaed for jury service shall be paid for the time lost as a result of such jury duty. Such pay shall not exceed the pay for the normal work week.

## Article 18.

### REGULAR EMPLOYEE

A. A regular employee for the purpose of this Agreement shall mean a "regular" employee, by Employer definition. Once an individual has qualified as a "regular" employee, by Employer definition, he shall remain a "regular" employee when working part-time unless:

1. He has been reduced at his own written request to less than half-time work in one 4-week Kroger period.

2. Prior to completion of two (2) years of service as a "regular," he has worked less than half-time or has been laid off in ten (10) or more weeks in three (3) Kroger consecutive periods of four (4) weeks each, including the last two (2) weeks of the most recent four (4) week Kroger period.
3. After completion of two (2) years of service as a "regular" employee, he has worked less than half-time or has been laid off in twenty (20) or more weeks in six (6) consecutive four (4) week Kroger periods, including the last two (2) weeks of the most recent Kroger period.
4. He becomes unavailable for full-time work because of another job.

B. In determining if an employee has worked less than half time for three (3) or six (6) Kroger periods as outlined in Paragraphs 2 and 3, those periods in which the employee was absent for two (2) or more weeks because of sickness or approved leave shall not be counted.

C. Where an employee has worked full-time (forty (40) hours per week for twelve (12) weeks except when filling a temporary vacancy due to vacation, sickness or leave of absence, a full-time job opening will be considered to exist and such job opening will be filled in accordance with the seniority provisions of this Agreement.

## Article 19.

### INSURANCE

A. The Employer shall contribute in behalf of each employee who has completed his probationary period the amount shown below to the Amalgamated Food Employees Union Local 590, AFL-CIO and **Subscribing Employer's Welfare Trust Fund**. Such Health and Welfare Trust Fund is a jointly administered Employer and Union Trust Fund. The Fund shall be used for such health and welfare benefits, as the Trustees therein, duly appointed and acting thereunder, shall determine in their discretion and within the terms of the Trust.

Full-time employees	_____	\$31.00 per month
Effective 10/1/68	_____	\$37.00 per month
Effective 4/1/69	_____	\$39.00 per month
Effective 10/1/69	_____	\$42.00 per month
Effective 10/1/70	_____	\$45.00 per month

Full-time employees  
reduced to part-time  
in accordance with

Article 6 (A) 3	_____	\$26.00 per month
Effective 10/1/68	_____	\$32.00 per month
Effective 4/1/69	_____	\$34.00 per month
Effective 10/1/69	_____	\$36.00 per month
Effective 10/1/70	_____	\$38.50 per month

Part-time employees	_____	\$ 6.00 per month
Effective 10/1/68	_____	\$ 7.00 per month
Effective 10/1/69	_____	\$ 8.50 per month

Students and employees with other regular jobs shall be excluded.



B. For full-time or part-time employees, the contribution shall be made on the first day of the month following completion of the probationary period.

C. Payment shall be made by the tenth day of the month for which payment is due based on the status of the employee as of the first day of such month as determined by his previous work record and in accordance with other terms of this Agreement.

D. Contributions to the Trust Fund shall be continued under the following conditions:

1. In case of occupational injury, non-work accident or illness, twelve (12) months' contribution following the month in which the accident was incurred or in which the sickness began for a full-time employee. Under the same circumstances, three (3) months' contribution for a part-time employee.
2. In case a personal leave of absence or pregnancy leave of absence is granted, one (1) month's contribution following the month in which the leave is granted.
3. In case of lay-off, three (3) months' contribution following the month in which the lay-off is made.

E. An employee's status shall not change for the purpose of Health and Welfare until the first contribution following the reduction or advancement of the employee.

#### **Article 20.**

#### **NON-DISCRIMINATION**

The Employer and the Union agree that in hiring employees the Employer will not

discriminate against any applicant for employment because of race, creed, color, or national origin. No employee shall be required to take a polygraph test for any reason.

## **Article 21.**

### **WAGES**

A. Rates of pay as set forth in Wage Schedule "A" attached hereto shall remain in effect for the life of this Agreement and shall constitute the basis for determining the wages for time worked.

B. Journeymen employed in 100% self-service markets shall be classified as back room cutters.

C. The first cutter in meat markets with back room cutters will receive five dollars (\$5.00) extra per week when he acts as head meat cutter in the absence of the regular head meat cutter.

## **Article 22.**

### **OUTSIDE SALESMEN**

A. Salesmen for outside companies shall not be permitted to do work in the store normally done by store employees. When opening a new store, the above sentence shall not apply prior to and including the opening week. During a major remodeling, a salesman may remove any merchandise from the shelves or display cases and restock such merchandise prior to the opening date.

B. The housewares rack jobber may stock his merchandise, but only if an employee in the bargaining unit works with him.

## Article 23.

### UNION COOPERATION

The Union recognizes the need for improved methods and output in the interest of the employees and the business and agrees to cooperate with the Employer in the installation of such methods, in suggesting improved methods, and in the education of its members in the necessity for such changes and improvements. The Employer agrees to notify the Union in advance.

## Article 24.

### MEAT TECHNOLOGICAL CHANGES

The handling, processing, and offering for sale of fresh and frozen meats, poultry, fish, rabbits, sausage, and smoked meat which has customarily been performed by bargaining unit employees in the store shall continue to be within the work and collective bargaining jurisdiction of the Union, regardless of place of performance, (1) to the extent that such work continues to be performed by the Employer, (2) to the extent that such work is performed by the Employer within the Union's geographical area of representation as set forth in Article 2 of this Agreement and Item 2 of the Supplement which covers Columbus Division and Cleveland Division stores, and (3) to the extent such work is not currently represented by another Union, provided that:

(1) The Employer shall retain managerial discretion in the areas of work methods and/or processes and merchandising policies and/or techniques, including, but not

limited to, the rights to introduce new or change existing work methods and/or processes (centralized or decentralized), to introduce new equipment and/or technological processes, and to obtain and sell pre-cut, pre-packaged, pre-processed, pre-priced, etc., products from outside sources;

(2) the Employer will notify the Union before making any major technological change that would affect a substantial number of employees;

(3) no full-time employee will be displaced (i.e., deprived of a job), reduced in rate of pay, and/or reduced below full-time status (i.e., forty (40) hours per week) because of the exercise of such managerial discretion described in subparagraph 1 above. For the purpose of this Article only, a full-time employee is one who, at the time of the change, has completed his probationary period and is actively working, is on an approved leave of absence, or is absent because of illness or injury;

(4) if, after the exercise of such managerial discretion described in subparagraph 1 above, there are any unresolved questions concerning displacement, reduction in rate of pay and/or reduction below full-time status, the Union may submit such questions to arbitration under the grievance procedure in this Agreement.

This Article, in its entirety, shall apply only to the Meat Department.

## **Article 25.**

### **FEDERAL OR STATE LEGISLATION**

Nothing contained in this Agreement is intended to violate any Federal or State laws, rules or regulations made pursuant thereto. If any part of said Agreement is construed to be in such violation, then that part shall be null and void, and the parties agree that they will, within thirty (30) days, begin negotiations to replace said void part with a valid provision.

## **Article 26.**

### **SAFETY AND INJURY ON THE JOB**

A. Where machines such as meat grinders, saws, cubing machines, etc., are equipped with guards for the protection of the employees, such guards must be used. At the request of either party, bonafide unsafe conditions in a store will be discussed between the Personnel Manager and the Business Representative.

B. If an employee is injured on the store premises during the course of his employment, and as a result loses time, he shall be paid for such lost time on the day of the injury but not to exceed eight (8) hours.

## **Article 27.**

### **DUTIES OF FEMALE MEAT CLERKS**

Female meat clerks shall take meat or fish, cut or dressed by a journeyman, weigh it, insert price tag, place in trays or locker boards, and enclose all in a cellophane wrapper, which will be sealed by her. She shall place this meat or fish in the self-service case, and rotate same in

the case. She shall use a slicing machine for luncheon meats, or a knife to cut liver-wurst or any other luncheon meat which cannot be run through a slicer. She may do all other work in the meat department not normally performed by journeyman meat cutters, or apprentices, including cleaning of cases, work tables, or any other house cleaning chores required in meat department.

## **Article 28. PENSION**

A-1. Effective December 1, 1969, the Employer shall pay twenty-six dollars (\$26.00) per month for each full-time employee who worked for the four (4) consecutive weeks immediately preceding the first of the month into the Amalgamated Meat Cutters & Butcher Workmen's Union and Industry Pension Fund, which is a jointly administered Employer-Union Pension Fund. The first contribution under this section shall be due and payable by the tenth (10th) day of the month following initial liability.

A-2. The jointly administered Employer-Union Pension Fund shall be administered by an equal number of Trustees representing the Employer and an equal number of Trustees representing the Union. Said Pension Fund shall be used to provide benefit pensions for eligible employees of the Employer as provided in a Pension Plan, the terms and provisions of which are to be agreed upon by the parties hereto; said Pension Plan shall among other things, provide that all benefits under the Plan and costs, charges and expenses of administering the Plan and all taxes levied

or assessed upon or in respect of said Plan or Trust or any income therefrom shall be paid out of the Pension Fund.

A-3. Said Pension Plan and the Trust Agreement establishing the Pension Fund has been submitted to the United States Treasury Department for approval and rulings satisfactory to the Employer, that said Plan is qualified under I.R.S. Sec. 401, et. seq. and that no part of such payments shall be included in the regular rate of pay of any employee.

A-4. A copy of the Trust Agreement and any Amendments thereto shall be made a part hereto, as herein at length set forth. Trust Agreement and Pension Plan shall in all respects comply with all applicable legal requirements.

A-5. Contribution for a newly classified full-time employee will be paid on the first day of the month following classification to full-time.

A-6. In case of compensable injuries, the Employer will make contributions for three (3) months including the month in which the injury occurred.

B. It is further understood and agreed that all employees covered by this collective bargaining agreement shall, as of midnight November 30, 1969, be ineligible to participate in or receive any benefits under the Kroger Employees' Profit Sharing and Retirement Income Program and if any such employee is then a member of the Kroger Employees' Savings and Profit Sharing Plan portion of the Program, such employee shall be conclusively deemed to have withdrawn therefrom as of midnight November 30, 1969.

## Article 29.

### SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto, their successors and assigns. It is the intent of the parties that this Agreement shall remain in effect for the full term of the Agreement, and shall bind the successors of the respective parties hereto.

## Article 30.

### MISCELLANEOUS

A. Any employee who enters into a business competing with the Employer will be subject to discharge.

B. If the Employer should establish a central plant for cutting meat and preparation of meat products in the Pittsburgh Division, employees who are under this Agreement will be employed in such operation.

C. Each meat department may employ at least one (1) apprentice, and in addition, another apprentice may be employed for each three (3) journeymen employed in the department. A head meat cutter is considered a journeyman for the purpose of this Article. Female meat clerks are not considered as apprentices for the purpose of this Article.

D. If the Employer established new job classifications, the rate for such work will be negotiated with the Union.

E. In markets employing four (4) or more male meat employees, a male meat



employee (head meat cutter, meat cutter, apprentice) shall be on duty at all times that the store is open for business. In other markets, a meat department employee (male or female) shall be on duty at all times that the store is open for business.

F. If a regular full-time employee is permanently laid off or is discharged, he shall receive a week's notice or a week's pay in lieu of notice, except in cases of discharge for dishonesty, intoxication, or gross insubordination.

G. The Employer and the Union agree that a proven violation of established time clock rules including working before punching in or after punching out may subject such an employee to disciplinary action up to and including discharge.

H. A Union Shop card may be posted in each store.

I. No employee shall use the electric saw for cutting chickens.

### Article 31.

#### EXPIRATION

A. This Agreement shall be in full force and effect from September 22, 1968, to and including September 25, 1971, and shall continue in full force and effect from year to year thereafter unless written notice of a desire to change or modify this Agreement is served by either party upon the other, sixty (60) days prior to the date of expiration. Within ten (10) days of receipt of such notice, the parties shall meet in

conference for the consideration of such changes or modification.

B. All changes from the previous Agreement shall take effect on the Sunday immediately following execution of this Agreement unless otherwise specified in this Agreement.

IN WITNESS WHEREOF, the said parties have caused duplicate copies hereof to be executed by their duly authorized officers this 30th day of October, 1968.

FOR THE UNION:

JOSEPH H. SABEL  
JOHN F. HORMELL  
ANTHONY J. LUTTY

FOR THE EMPLOYER:

PAUL MOORE  
HAROLD P. TEMPLETON  
MARVIN H. SAUNDERS

## SCHEDULE "A" — WAGES

### Classification

#### HEAD MEAT CUTTER RATES

Effective  
9/22/68  
Per Week

Effective  
9/21/69  
Per Week

Effective  
9/20/70  
Per Week

Wages shall be based on the average weekly meat sales for the last thirteen (13) normal periods to the contract anniversary date, according to the following pay plan:

Sales of \$ 3,300 or less .....	\$163.70	\$172.70	\$180.70
Sales of 3,301.00 to 5,400.00 .....	171.70	180.70	188.70
Sales of 5,401.00 to 8,600.00 .....	175.20	184.20	192.20
Sales of 8,601.00 to 12,900.00 .....	178.20	187.20	195.20
Sales of 12,901.00 to 16,750.00 .....	180.70	189.70	197.20
Sales of 16,751.00 and over .....	183.70	192.70	200.70

Head Meat Cutters in new stores or remodeled stores shall receive their weekly wages on the basis of their first twelve (12) weeks average sales according to the above pay plan.

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JOURNEYMAN AND BACK-ROOM CUTTER .....	151.20	159.20	166.20
PART-TIME JOURNEYMAN .....	3.78 Per Hr.	3.98 Per Hr.	4.155 Per Hr.
APPRENTICES			
First 6 months .....	112.40	115.60	118.80
Second 6 months .....	117.80	121.40	125.00
Third 6 months .....	120.70	124.70	128.70
Fourth 6 months .....	129.70	135.70	141.70
Thereafter .....	Journeyman Rate		

Apprentices classified full-time prior to October 28, 1968 shall receive an increase of \$8.00 per week on 9/22/68 and an increase of \$6.00 per week on 9/21/69 provided that no such employee's rate shall exceed \$141.70 per week except when he becomes a journeyman.

**GROCERY DEPT.: HEAD CLERKS**  
(Grocery and Produce)

\*In stores with average weekly sales between \$7,000.00 and \$13,000.00 for the last 13 normal periods .....

138.70                      145.70                      152.20

**In stores with average weekly sales between \$13,001.00 and \$20,000.00 for the last 13 normal periods .....	147.70	154.70	161.20
**In stores with average weekly sales between \$20,001.00 and \$27,000.00 for the last normal 13 periods .....	154.70	162.70	169.70
**In stores with average weekly sales of \$27,001.00 and over for the last 13 normal periods .....	158.70	166.70	173.70
Head Produce Clerks in stores with average weekly produce sales of \$2,700.00 and over for the last 13 normal periods .....	163.70	171.70	178.70
Head Checkers & Head Dairy Clerks in stores with average weekly sales of \$16,000.00 and over for the last 13 normal periods .....	135.90	142.90	149.40

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\* Indicates one (1) head clerk to each store in this group.

\*\* Indicates two (2) head clerks to each store in this group.

**MALE CLERKS**

	Effective 9/22/68 Per Week	Effective 9/21/69 Per Week	Effective 9/20/70 Per Week
First year .....	110.70	113.70	116.70
Second year .....	114.70	118.50	122.00
Third year .....	116.70	121.00	125.00
Thereafter .....	130.20	136.70	143.20

Male Clerks classified full-time prior to October 28, 1968 shall receive an increase of \$10.00 per week on 9/22/68; an increase of \$6.50 per week on 9/21/69 and an increase of \$6.50 per week on 9/20/70 except that no such employee's rate shall exceed \$143.20 per week.

**FEMALE CLERKS (Grocery & Meat)**

First year .....	102.40	105.20	108.00
Second year .....	106.90	110.50	114.10
Third year .....	108.90	112.90	116.90
Thereafter .....	121.90	127.90	133.90

Female Clerks classified full-time prior to October 28, 1968 shall receive an increase of \$9.00 per week on 9/22/68; an increase of 6.00 per week on 9/21/69 and an increase of \$6.00 per week on 9/20/70 except that no such employee's rate shall exceed \$133.90 per week.

**PART-TIME EMPLOYEES  
RATE PER HOUR**

	<b>Effective 9/22/68</b>	<b>Effective 9/21/69</b>	<b>Effective 9/20/70</b>
First 6 months .....	\$ 1.80	\$ 1.85	\$ 1.90
Second 6 months .....	2.00	2.05	2.10
Third 6 months .....	2.20	2.30	2.40
Fourth 6 months .....	2.40	2.50	2.60
Fifth 6 months .....	2.50	2.60	2.70
Thereafter .....	2.60	2.70	2.80

**PART-TIME FEMALE EMPLOYEES  
AT RATE OF \$2.685 PER HOUR .....**

**2.835                      2.935                      3.035**

A premium of twelve and one-half cents (12½c) per hour will be paid for hours worked as operator of semi-automatic wrapping machine in the meat department. The wrapping machine premium shall not apply in meat departments when operated by all male meat employees. For the purpose of this clause, a male meat employee shall mean a head cutter, first cutter, journeyman, and back room cutter or apprentice.

Where the Employer finds it necessary to assign an employee in the bargaining unit to carry the keys to the store for the purpose of locking the store on any night or nights and/or opening the store for business on any morning or mornings in the absence of the store manager, co-manager and head grocery clerk, such employee shall receive five dollars (\$5.00) in addition to his regular pay for any week in which he performs such duties.

## **SCHEDULE "B" — VACATION POLICY**

1. Eligibility for an employee's first vacation (one week) and for his first increase in vacation (his first two weeks vacation) will be determined by the anniversary date of his employment. Arrangements must be made to permit employees to enjoy such earned vacations between the actual employment anniversary date and the end of the year in which it occurs. Where necessary, vacations due in the 12th or 13th periods may be carried over to the first period of the next year.

2. The following schedule will apply: "Service means continuous employment as a regular employee: 1 Year—1 Week, 3 Years—2 Weeks.

3. Employees who completed the required service prior to January 1 of any year are eligible for vacations as of that date.

4. After an employee has qualified for his first one week's vacation, he automatically qualifies for future one week's vacation as of January 1 of each year.

5. After an employee has qualified for two weeks vacation he automatically qualifies for future two weeks vacations as of January 1 of each year.

6. If an employee qualifies for one week's vacation as of January 1 and is due to complete the service necessary for an additional week's vacation later in the year, he may take the first week early or wait and take both weeks together.

7. Vacations must be taken during the calendar year, unless due to emergency the



Management finds it necessary to request postponement. Vacation pay will be paid in advance.

8. If an employee who has not taken his vacation earned by his service leaves (regardless of whether he gives notice) or is separated for any reason other than dishonesty, he will receive his vacation pay at the time of leaving.

9. Leaves totaling less than ninety (90) days in any calendar year shall not affect vacation. Any type of leaves totaling more than 90 days in a calendar year shall have the following effect upon vacation earned in that year:

Leave of more than 90 days, but not over 180 days, shall reduce vacation and vacation pay by  $\frac{1}{4}$ ; leave of more than 180 days, but not over 270 days shall reduce vacation and vacation pay by  $\frac{1}{2}$ ; leave of more than 270 days shall disqualify for vacation.

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## SUPPLEMENT

Supplement to the Agreement effective September 22, 1968 between The Kroger Co., Pittsburgh, Pennsylvania and The Amalgamated Food Employees Union, Local No. 590. It is agreed that:

1. This Supplement shall become a part of and shall be attached to the above mentioned Agreement.

2. Article 2, Coverage shall be amended

to include Jefferson and Belmont Counties, Ohio; Hancock, Ohio, Marshall, Brooke and Wetzel Counties, West Virginia; Lawrence County, Pennsylvania; and meat department employees excluding grocery department employees, store managers, and co-managers in Grove City, Pennsylvania.

3. All other provisions of the above mentioned agreement except for the above changes shall remain unchanged.

IN WITNESS WHEREOF the said parties have caused duplicate copies to be executed by their duly authorized officers this 30th day of October, 1968.

FOR THE UNION:

JOSEPH H. SABEL  
JOHN F. HORMELL  
ANTHONY J. LUTTY

FOR THE EMPLOYER:

PAUL MOORE  
HAROLD P. TEMPLETON  
MARVIN H. SAUNDERS

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## **SUPPLEMENT**

Supplement to the Agreement effective September 22, 1968 The Kroger Co., Pittsburgh, Pennsylvania and The Amalgamated Meat Cutters and Butcher Workmen of North America, Local Union No. 590.

It is agreed that if and when the Employer establishes a central plant for cutting meat and preparation of meat products in the Greater Pittsburgh, Pennsylvania area, this Agreement shall apply to such operation with the following exceptions:

1. Article 2 shall be amended to include the classifications set forth below in the meat plant.
2. Article 6, Paragraphs A, B, C, D, E, F, G, H, I, J, K, N and S shall be deleted for the meat plant only. The following shall be substituted for the meat plant only:

A. In lay offs and rehiring the principle of seniority shall apply. Seniority shall be determined on the length of service of the employee, with regard to his experience and ability to perform the work. All circumstances being reasonably equal, length of service shall be the controlling factor. In the matter of promotions or transfers from one type of work to the other, the Employer shall have the right to exercise his final judgment after giving due regard to seniority. Agreed upon seniority lists for the meat plant shall be established and maintained, and such records shall be available to the Union at all times.

B. There shall be two (2) seniority groups as follows:

1. Wrapper and Packer
2. All classifications other than Wrapper and Packer

C. Employees transferring to the meat plant from the stores will maintain their length of service with the Employer for contract and Employer benefits determined thereby.

D. Employees desiring to transfer from the stores to the meat plant will make their wishes known to the Employer and such employees so transferred will have their seniority transferred to the meat plant. Said employees will maintain their seniority for a period of sixty (60) days under the stores contract in which period they may transfer back to the stores or be transferred by the Employer back to the stores with full seniority rights, provided, however, an employee so transferring from the stores to the meat plant and remaining in the plant will, at the end of the sixty (60) day period, relinquish all seniority rights in the stores and be placed on the meat plant seniority lists, with it being further agreed that should the meat plant operation be discontinued, employees who had transferred to the plant from the stores would have their seniority date in the stores returned for application under the stores contract.

E. In the event of lay-offs in the meat department in the stores, employees affected will be considered for any vacancies in the meat plant based on seniority and ability to do the work and will be given preference over any new hires.

F. The employee's seniority date in the meat plant shall be the date that he is hired or transferred from a store to the

meat plant. If more than one employee is transferred from the stores to the meat plant on the same date, the order on the meat plant seniority list shall be determined by length of service as full-time employees in the stores with the employee having the longest full-time service in the stores being placed first on the meat seniority list, the employee having the next longest full-time service being placed second on the meat seniority list, etc.

3. Article 6, Paragraph R—Change fifth and sixth sentences to read:

When full-time work is no longer available for an employee on such full-time status in his store, he may exercise his seniority as provided in Article 6 or as provided in Article 6, Paragraph E of this supplement. However, the least senior full-time employee on the September 17, 1967 list of full-time employees shall be entitled to a full-time job in the Division or meat plant.

4. Article 10, Paragraph D—Delete for the meat plant only.
5. Article 10, Paragraph E—Delete second sentence for the meat plant only.
6. Article 10, Paragraph F—Delete second sentence for the meat plant only.
7. Article 10, Paragraph G—Delete and substitute the following for the meat plant only:  
Employees will be allowed one-half ( $\frac{1}{2}$ ) hour without pay for lunch.

8. Article 10, Paragraph I and J—Delete for the meat plant only.
9. Article 10, Paragraph L, N, O, P, and R—Delete for the meat plant only.
10. Article 10, Paragraph M—Delete and substitute the following for the meat plant only:

A night premium of ten cents (10c) per hour will be paid for work performed between 6:00 p.m. and 6:00 a.m. This is separate from and in addition to the basic rate.
11. Article 11, Paragraph C—Delete last sentence for the meat plant only.
12. Article 13—Delete for the meat plant only.
13. Article 21, Paragraph B and C—Delete for the meat plant only.
14. Article 22—Delete for the meat plant only.
15. Article 27—Delete for the meat plant only.
16. Article 30, Paragraph C, E, I—Delete for the meat plant only.
17. Schedule A—Wages—Delete in its entirety for the meat plant only and substitute the following for the meat plant only:

**MEAT TRAINEE**

	Date of Plant Opening	9/21/69	9/20/70
First 6 months .....	\$ 2.81	\$ 2.89	\$ 2.97
Second 6 months .....	2.945	3.035	3.125
Third 6 months .....	3.018	3.118	3.218
Fourth 6 months .....	3.243	3.393	3.543
After 2 years .....	3.78	3.98	4.155

**BREAK-UP**

.....	3.56	3.76	3.935
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**MEAT CUTTER & PROCESSOR**

.....	3.78	3.98	4.155
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**WRAPPER AND PACKER**

First year .....	2.56	2.63	2.70
Second year .....	2.673	2.763	2.853
Third year .....	2.723	2.823	2.923
Thereafter .....	3.048	3.198	3.348

**SANITOR**

First 6 months .....	2.60	2.67	2.74
Second 6 months .....	2.70	2.79	2.88
Thereafter .....	2.85	2.95	3.05

When the Employer feels that it is necessary to appoint a leadman, the person appointed will receive a rate ten cents (10c) per hour more than the rate of the highest job in the group which he leads.

18. Where the terminology used in certain sections obviously refers to retail stores, for example, Article 5 covering Dispute Procedure, such section shall be adopted to the meat plant unless specifically excepted or changed by the terms of this Supplement.
19. The provisions of this Supplement apply to the meat plant only and there shall be no changes in the Agreement effective September 22, 1968 covering the meat departments in the retail stores except the changes set forth in Item 3 of this Supplement.

IN WITNESS WHEREOF, the said parties have caused duplicate copies to be executed by their duly authorized officers this 30th day of October, 1968.

FOR THE UNION:

JOSEPH H. SABEL  
JOHN F. HORMELL  
ANTHONY J. LUTTY

FOR THE EMPLOYER:

JOHN W. MARSH  
MARVIN H. SAUNDERS



October 24, 1968

Mr. Joseph H. Sabel, President  
Amalgamated Food Employees Union  
Local No. 590  
500 Penn Center  
201 Penn Center Boulevard  
Pittsburgh, Pennsylvania 15235

Dear Mr. Sabel:

The following confirms our understandings which are not included in our Agreement effective September 22, 1968, and reconfirms Mr. Knickerbocker's letter of September 30, 1963.

1. The employer will continue its present practice on time off for religious observance of Good Friday.
2. Full-time female employees will furnish three (3) dacron or similar type uniforms. Uniforms will be replaced when necessary. The old uniform must be returned to the employer in exchange for a new uniform.
3. Jury Duty—Refer to Article 17, Paragraph "B" of our Agreement effective September 22, 1968. The following interpretation shall apply to this paragraph:

On any day that an employee reports for jury duty he will not be required to return to his store. During his jury term, he will not be scheduled for Saturday work except during holiday weeks. On any day that he does not report for jury duty during his jury term, he shall report for work.

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4. Any full time employee elected to public office shall be granted a leave of absence corresponding to his elected term of office, without pay. Upon proper notice any full time employee elected to public office not requiring his full time service shall be granted the necessary time off, without pay, to perform the duties of his office.
  5. Parkas and galoshes will be furnished for carry out employees where needed. Heavy coats will be furnished for employees unloading trucks.
  6. If a full time employee is a night stocker for three (3) nights a week, he shall not be worked as a regular clerk from 5:45 P.M. to 9:00 P.M. unless he is paid time and one-half from 5:45 P.M. to 9:00 P.M.
  7. A part-time meat employee who is attending a government training program part of his time and is working part-time in the meat department shall be paid the apprentice hourly rate (weekly rate divided by forty) corresponding to his length of service.
  8. When a department head job is open, the store manager in the store or stores where the senior employees are working will be sent a letter advising him that the job is open. The store manager will advise the senior employee or employees that the job is open and the employee will initial the letter to certify that he has been ad-

vised that such job is open. All such employees will be advised that they are being considered in accordance with Article 6, Paragraph I of the Agreement effective September 22, 1968.

Very truly yours,  
Marvin H. Saunders

s/ Joseph H. Sabel  
For the Union

JC

cc: Messrs. H. P. Templeton, Vice President,  
Columbus Division

P. Moore, Vice President,  
Cleveland Division

## LOCAL 590 STAFF

JOSEPH H. SABEL

*President and Business Representative*

JOHN F. HORMELL

*Secretary-Treasurer and Business Representative*

SAM HENERY

*Business Representative*

ANTHONY J. LUTTY

*Recording Secretary and Business Representative*

ROBERT A. RAU

*First Vice-President and Business Representative*

ALEX SERKE

*Second Vice-President and Business Representative*

JOSEPH TOTH

*Fourth Vice-President and Business Representative*

JOSEPH FARBACHER

*Business Representative*

JACK DRAPER

*Business Representative*

RICHARD LUTZ

*Business Representative*

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LOCAL 590 — PHONE 244-1820 (AC 412)

HEALTH-WELFARE — PHONE 242-4344 (AC 412)

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**THE  
AMALGAMATED  
FOOD EMPLOYEES UNION**

**LOCAL 590**

**A. M. C. and B. W. of N. A.**

**A. F. L. - C. I. O.**

**201 Penn Center Blvd.**

**500 Penn Center Building**

**Pittsburgh, Pennsylvania 15235**

**and**

**Your Business Representative is:**

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SEP 9 1969  
-2010.U.S. DEPARTMENT OF LABOR  
BUREAU OF LABOR STATISTICS  
WASHINGTON, D.C. 20212

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SEP 9 1969

August 28, 1969

prev. x- 9/68  
new x- 9/25/71

## SECOND REQUEST

Amalgamated Meat Cutters and Butcher Workmen  
of North America  
c/o Mr. Francis G. Hughes, Personnel Assistant  
55th and Railroad Streets  
Pittsburgh, Pennsylvania

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s) between the Kroger Company, covering 63 stores, located in Pittsburgh, Pennsylvania and the Amalgamated Meat Cutters and Butcher Workmen of North America local #590. The agreement we have on file expired in September 1968.

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated. We would also appreciate your sending us copies of your Health Insurance and Pension agreements.

In addition, please provide the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage.

I should like to remind you that our agreement file is open to your use, except for material submitted with a restriction on public inspection.

Very truly yours,

Geoffrey H. Moore

GEOFFREY H. MOORE  
Commissioner

PLEASE RETURN THIS LETTER WITH  
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement is enclosed, please provide information separately for each agreement on the back of this form.

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 1900

2. Number and location of establishments covered by agreement

Pittsburgh, Pa - New Castle, Pa - Chikara, Pa - Steelworks3. Product, service, or type of business Retail Food Stores

4. If previous agreement has been extended without change, indicate new expiration date

John H. Threlk  
(Your name)

XXXXXX Business address

City Treas.  
(Position)  
201 E. 10th St.  
(City and State)  
Pitt., Pa 15235